

Document Page 1 of 10
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE:	CASE NO: 15-40999
LaShun D. Barron)
)
)
SSN(s): xxx-xx-2468)
3647 Rising Sun Lane)
Dallas, TX 75227)
)
)
Debtor)

You should read this Plan carefully and discuss it with your attorney. Confirmation of this Plan by the Bankruptcy Court may modify your rights by providing for payment of less than the full amount of your claim, by setting the value of the collateral securing your claim, and/or by setting the interest rate on your claim.

CHAPTER 13 PLAN

Debtor or Debtors (hereinafter called "Debtor") proposes this Chapter 13 Plan:

1. **Submission of Income.** Debtor submits to the supervision and control of the Chapter 13 Trustee ("Trustee") all or such portion of future earnings or other future income of Debtor as is necessary for the execution of this Plan.
2. **Plan Payments and Length of Plan.** Debtor will pay the sum of \$1,325.00 per month to Trustee by Payroll Deduction(s) or by Direct Payment(s) for the period of 60 months, unless all allowed claims in every class, other than long-term claims, are paid in full in a shorter period of time. The term of this Plan shall not exceed sixty (60) months. See 11 U.S.C. §§ 1325(b)(1)(B) and 1325(b)(4). Each pre-confirmation plan payment shall be reduced by any pre-confirmation adequate protection payment(s) made pursuant to Plan paragraph 6(A)(i) and § 1326(a)(1)(C).

The following alternative provision will apply if selected:

Variable Plan Payments

Beginning Month	Ending Month	Amount of Monthly Payment	Total
1 (07/01/2015)	60 (06/01/2020)	\$1,325.00	\$79,500.00
Grand Total:			\$79,500.00

3. **Payment of Claims.** The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief. Allowed claims shall be paid to the holders thereof in accordance with the terms thereof. From the monthly payments described above, the Chapter 13 Trustee shall pay the following allowed claims in the manner and amounts specified. Claims filed by a creditor designated as secured or priority but which are found by the Court to be otherwise shall be treated as set forth in the Trustee's Recommendation Concerning Claims.

4. **Administrative Claims.** Trustee will pay in full allowed administrative claims and expenses pursuant to § 507(a)(2) as set forth below, unless the holder of such claim or expense has agreed to a different treatment of its claim.

(A). **Trustee's Fees.** Trustee shall receive a fee for each disbursement, the percentage of which is fixed by the United States Trustee.

(B). **Debtor's Attorney's Fees.** The total attorney fee as of the date of filing of the petition is \$3,500.00. The amount of \$500.00 was paid prior to the filing of the case. The balance of \$3,000.00 will be paid from first funds upon confirmation, or in the alternative from the remaining balance of funds available after specified monthly payments. The total attorney fees are subject to reduction by notice provided in the Trustee's Recommendation Concerning Claims to an amount consistent with LBR 2016(h) absent a certification from debtors attorney regarding legal services provided pertaining to automatic stay litigation occurring in the case.

Case No: 15-40999

Document Page 2 of 10

Debtor(s): LaShun D. Barron

5. Priority Claims.**(A). Domestic Support Obligations.**

None. If none, skip to Plan paragraph 5(B).

- (i). Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim.
- (ii). The name(s) and address(es) of the holder of any domestic support obligation are as follows. See 11 U.S.C. §§ 101(14A) and 1302(b)(6).
- (iii). Anticipated Domestic Support Obligation Arrearage Claims

(a). Unless otherwise specified in this Plan, priority claims under 11 U.S.C. § 507(a)(1) will be paid in full pursuant to 11 U.S.C. § 1322(a)(2). These claims will be paid at the same time as claims secured by personal property, arrearage claims secured by real property, and arrearage claims for assumed leases or executory contracts.

None; or

(a) Creditor (Name and Address)	(b) Estimated arrearage claim	(c) Projected monthly arrearage payment
---------------------------------------	-------------------------------------	-----------------------------------------------

(b). Pursuant to §§ 507(a)(1)(B) and 1322(a)(4), the following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit.

None; or

Claimant and proposed treatment:

(a) Claimant	(b) Proposed Treatment
-----------------	---------------------------

(B). Other Priority Claims (e.g., tax claims). These priority claims will be paid in full, but will not be funded until after all secured claims, lease arrearage claims, and domestic support claims are paid in full.

(a) Creditor	(b) Estimated claim
-----------------	------------------------

IRS	\$6,934.00
-----	------------

6. Secured Claims.**(A). Claims Secured by Personal Property Which Debtor Intends to Retain.**

(i). **Pre-confirmation adequate protection payments.** Unless the Court orders otherwise, no later than 30 days after the date of the filing of this plan or the order for relief, whichever is earlier, the Debtor shall make the following adequate protection payments to creditors pursuant to § 1326(a)(1)(C). If the Debtor elects to make such adequate protection payments on allowed claims to the Trustee pending confirmation of the plan, the creditor shall have an administrative lien on such payment(s), subject to objection. If Debtor elects to make such adequate protection payments directly to the creditor, Debtor shall provide evidence of such payment to the Trustee, including the amount and date of the payment, as confirmation is prohibited without said proof.

Debtor shall make the following adequate protection payments:

- directly to the creditor; or
- to the Trustee pending confirmation of the plan.

(a) Creditor	(b) Collateral	(c) Adequate protection payment amount
-----------------	-------------------	----------------------------------------------

(ii). **Post confirmation payments.** Post-confirmation payments to creditors holding claims secured by personal property shall be paid as set forth in subparagraphs (a) and (b). If Debtor elects to propose a different method of payment, such provision is set forth in subparagraph (c).

(a). **Claims to Which § 506 Valuation is NOT Applicable.** Claims listed in this subsection consist of debts secured by a purchase money security interest in a vehicle for which the debt was incurred within 910 days of filing the bankruptcy petition, or, if the collateral for the debt is any other thing of value, the debt was incurred within 1 year of filing. See § 1325(a)(5). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the amount of the claim in column (d) with interest at the rate stated in column (e). Upon confirmation of the plan, the interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

None; or

(a) Creditor; and (b) Collateral	(c) Purchase date	(d) Estimated Claim	(e) Interest rate	(f) Monthly payment
-------------------------------------------	-------------------------	---------------------------	-------------------------	---------------------------

(b). **Claims to Which § 506 Valuation is Applicable.** Claims listed in this subsection consist of any claims secured by personal property not described in Plan paragraph 6(A)(ii)(a). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the replacement value as stated in column (d) or the amount of the claim, whichever is less, with interest at the rate stated in column (e). The portion of any allowed claim that exceeds the value indicated below will be treated as an unsecured claim. Upon confirmation of the plan, the valuation and interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

None; or

(a) Creditor; and (b) Collateral	(c) Purchase date	(d) Replacement value	(e) Interest rate	(f) Monthly payment
Capital One 2011 Chevy Camaro	11/2/2013	\$15,972.00	3.25%	\$394.37 Avg. Month(s) 3-58
Capital One Bank 2013 Kia Optima	10/2013	\$16,634.00	3.25%	\$522.09 Avg. Month(s) 3-58
Conn's Furniture & Appliances w/Conn's	11/7/2014	\$3,000.00	0.00%	\$53.57 Avg. Month(s) 3-58
Wells Fargo Bank 3647 Rising Sun Lane, Dallas, TX 75227	Various	\$4,815.00	0.00%	\$85.98 Avg. Month(s) 3-58

(B). Claims Secured by Real Property Which Debtor Intends to Retain. Debtor will make all post-petition mortgage payments directly to each mortgage creditor as those payments ordinarily come due. These regular monthly mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter, unless this Plan provides otherwise. Trustee may pay each allowed arrearage claim at the monthly rate indicated below until paid in full. Trustee will pay interest on the mortgage arrearage if the creditor requests interest, unless an objection to the claim is filed and an order is entered disallowing the requested interest.

(a) Creditor; and (b) Property description	(c) Estimated pre-petition arrearage	(d) Interest rate	(e) Projected monthly arrearage payment

(C). Surrender of Collateral. Debtor will surrender the following collateral no later than thirty (30) days from the filing of the petition unless specified otherwise in the Plan. Any involuntary repossession/foreclosure prior to confirmation of this Plan must be obtained by a filed motion and Court order, unless the automatic stay no longer applies under § 362(c). Upon Plan confirmation, the automatic stay will be deemed lifted for the collateral identified below for surrender and the creditor need not file a Motion to Lift Stay in order to repossess, foreclose upon or sell the collateral. Nothing herein is intended to lift any applicable co-Debtor stay, or to abrogate Debtor's state law contract rights.

(a) Creditor	(b) Collateral to be surrendered

(D). Void Lien: The secured creditors listed below hold a non-purchase money, non-possessory security interest on Debtor's exempt property. Their lien will be voided pursuant to 11 U.S.C. § 522(f) and their claim treated as unsecured and paid pursuant to paragraph 7 below:

Name of Creditor	Collateral Description	Estimated Claim

7. Unsecured Claims. Debtor estimates that the total general unsecured debt not separately classified in Plan paragraph 12 is \$82,793.00. After all other classes have been paid, Trustee will pay to the creditors with allowed general unsecured claims a pro rata share of \$2,479.38. Trustee is authorized to increase this dollar amount if necessary, in order to comply with the applicable commitment period stated in paragraph 2 of this Plan.

8. Executory Contracts and Unexpired Leases. All executory contracts and unexpired leases are assumed, unless rejected herein. Payments due after the filing of the case will be paid directly by Debtor (c) or through the plan by the Trustee (d), as set forth below.

Debtor proposes to cure any default by paying the arrearage on the assumed leases or unexpired contracts in the amounts projected in column (e) at the same time that payments are made to secured creditors. All other executory contracts and unexpired leases of personal property are rejected upon conclusion of the confirmation hearing.

None; or

(a) Creditor; and (b) Nature of lease or executory contract	(c) Payment to be paid directly by Debtor	(d) Payment to be paid through plan by Trustee	(e) Projected arrearage monthly payment through plan (for informational purposes)

9. Property of the Estate. Upon confirmation of this plan, title of the property of the estate shall vest in DEBTOR(S), unless the Court orders otherwise.

10. Post-petition claims. The DEBTOR(S) will not incur any post-petition consumer debt except upon written approval of the Court or the Standing Chapter 13 Trustee. Post-petition claims will be allowed only as specified in 11 U.S.C. § 1305.

11. General Provisions. Post-Petition earnings during the pendency of this case shall remain property of the estate notwithstanding section 1327. Any remaining funds held by the Trustee after dismissal or conversion of a confirmed plan may be distributed to creditors pursuant to these provisions. Notwithstanding section 1329(a), the Trustee may bring a motion anytime within the applicable commitment period of the Plan to modify debtor's Plan to meet the criteria of section 1325(b). Any funds sent to the debtor(s) in care of the Trustee, during the pendency of this case may be deposited to the debtor's account and disbursed to creditors holding allowed claims pursuant to this Plan, the Confirmation Order, and/or as set forth in the Trustee's Recommendation Concerning Claims.

12. Other Provisions:

(A). Special classes of unsecured claims.

Name of Unsecured Creditor	Remarks
----------------------------	---------

(B). Other direct payments to creditors.

Name of Creditor	Remarks
------------------	---------

American Credit Acceptance

Wells Fargo Bank

(C). Additional provisions.

Notwithstanding any provision herein to the contrary, the deadline for the Trustee to file the Trustee's Recommendation Concerning Claims, as well as the deadline for filing objections to the Trustee's Recommendation Concerning Claims and objections to claims shall be governed by Local Bankruptcy Rule 3015(g).

Notwithstanding any other provision in the Plan, the Trustee shall receive a fee as allowed pursuant to the provisions of 28 U.S.C. 586(e)(2) in the percentage amount as fixed by the United States Trustee.

Debtor(s) to pay all property taxes direct, unless escrowed by mortgage company and in that case, mortgage company is to pay property taxes directly.

Special Note: This plan is intended as an exact copy of the recommended form prepared by the Standing Chapter 13 Trustees for this District, except as to any added paragraphs after paragraph 11 above. The Chapter 13 trustee shall be held harmless for any changes in this plan from the recommended form dated July 1, 2005.

Date: June 2, 2015

/s/ LaShun D. Barron

LaShun D. Barron, Debtor

/s/ Robert E. Barron

Robert E. Barron, Debtor's Attorney

Document Page 6 of 10
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE: LaShun D. BarronCASE NO. **15-40999***Debtor*CHAPTER **13***Joint Debtor***CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on June 2, 2015, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

/s/ Robert E. Barron

Robert E. Barron
 Bar ID:01820800
 Barron & Barron, LLP
 P.O. Box 1347
 Nederland, Texas 77627
 (409) 727-0073

1st Premier Bank
 5178-0063-9952
 3820 N. Louise Ave.
 Corsicana, TX 75109

Capital One
 6206213441127
 PO Box 260848
 Plano, TX 75026-0848

CF Medical
 c/o FBSC Inc.
 2200 Byberry Rd. #120

American Credit Acceptance
 01053611001
 961 E. Main Street
 Spartanburg, SC 29302

Capital One Bank
 6206216733082
 P.O. Box 260848
 Plano, TX 75026-0848

Conn's
 192273537
 P.O. Box 815867
 Dallas, TX 75234-5867

Ashley Stewart/Comenty
 02004746443
 PO Box 182789
 Columbus, OH 43218

Capital One Credit Card
 5489-5551-6054
 P.O. Box 30281
 Salt Lake City, UT 84130

Credit One
 4447-9622-2403
 P.O. Box 98875
 Las Vegas, NV 89193

ATT
 c/o Enhanced Recovery
 OP Box 57547
 Jacksonville, FL 32241

CashNetUSA
 10163039
 200 W. Jackson Ste. 400
 Chicago, IL 60606

D. Randall Askins
 c/o Syneprise
 2809 Regal Row #107
 Plano, TX 75075

Document Page 7 of 10
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE: LaShun D. BarronCASE NO. **15-40999***Debtor*CHAPTER **13***Joint Debtor***CERTIFICATE OF SERVICE**

(Continuation Sheet #1)

Excel Anesthesia PA
c/o Syneprise
2809 Regal Rd. #107
Plano, TX 75075

Med 1 Emcare MSQ
10506 Montgomery Rd. #209
Cincinnati, OH 45242

Sallie Mae
POB 9500
Wilkes-Barre, PA 18773-9500

Internal Revenue Service
POB 21126
Philadelphia, PA 19114

Med 1 Emcare MSQ
c/o Commonwealth Finance
245 Main St.
Scranton, PA 18519

Student Assistance Corporation
9208181389
PO Box 9570
Wilkes Barre, PA 18773

IRS
POB 660308
Dallas, TX 75266

North Texas Tollway Authority
P.O. Box 660244
Dallas, TX 75266

True Results
610 N. Coit Rd. #2120
Richardson, TX 75080

IRS
P.O. Box 7346
Philadelphia, PA 19101-7346

Pleasant Grove Dentist
1418 S. Buckner Blvd.
Dallas, TX 75217

TXU Energy
100018195551
POB 650674
Dallas, TX 75262-0764

LaShun D. Barron
3647 Rising Sun Lane
Dallas, TX 75227

Propath
c/o Syneprise
2809 Regal Row #107
Plano, TX 75075

U.S. Attorney General
Main Justice Building
10th and Constitution Ave NW
Washington, DC 20530-0001

Macy's
4339-20803
POB 8218
Mason, OH 45040

Reliant Energy
POB 3765
Houston, TX 77253-3765

United Consumer
6575
865 Bassett
Westlake, OH 44145

Med 1 02 Touchstone Mesquite
c/o Professional Finance
918 10th Street
Greeley, CO 80631

Reliant Energy
c/o Convergent Outsourcing
PO Box 9004
Renton, WA 98057

United States Attorney's Office
110 North College Ave., Ste 700
Tyler, Texas 75702-0204

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

IN RE: LaShun D. Barron

CASE NO. **15-40999**

Debtor

CHAPTER **13**

Joint Debtor

CERTIFICATE OF SERVICE

(Continuation Sheet #2)

Wells Fargo Bank
0210773347
PO Box 10335
Des Moines, IA 50306

Case 15-40999

Eastern District of Texas

Sherman

Tue Jun 2 08:48:37 CDT 2015

American Credit Acceptance

961 E. Main Street

Spartanburg, SC 29302-2185

Ashley Stewart/Comenty

PO Box 182789

Columbus, OH 43218-2789

LaShun D. Barron

3647 Rising Sun Lane

Dallas, TX 75227-5256

Robert E. Barron

P.O. Box 1347

Nederland, TX 77627-1347

Barron & Barron, LLP

P.O. Box 1347

Nederland, Texas 77627-1347

Capital One

PO Box 260848

Plano, TX 75026-0848

Capital One Bank

P.O. Box 260848

Plano, TX 75026-0848

Captial One Credit Card

P.O. Box 30281

Salt Lake City, UT 84130-0281

CashNetUSA

200 W. Jackson Ste. 400

Chicago, IL 60606-6949

Conn's

P.O. Box 815867

Dallas, TX 75381-5867

Credit One

P.O. Box 98875

Las Vegas, NV 89193-8875

D. Randall Askins

c/o Synprise

2809 Regal Row #107

Plano, TX 75075-6317

Excel Anesthesia PA

c/o Synprise

2809 Regal Rd. #107

Plano, TX 75075-6317

IRS

P.O. Box 7346

Philadelphia, PA 19101-7346

(p)INTERNAL REVENUE SERVICE

CENTRALIZED INSOLVENCY OPERATIONS

PO BOX 7346

PHILADELPHIA PA 19101-7346

Keldrick Porter

3647 Rising Sun Ln.

Dallas, TX 75227-5256

Macy's

POB 8218

Mason, OH 45040-8218

Med 1 02 Touchstone Mesquite

c/o Professional Finance

918 10th Street

Greeley, CO 80631-1118

Med 1 Emcare MSQ

10506 Montgomery Rd. #209

Cincinnati, OH 45242-4400

Med 1 Emcare MSQ

c/o Commonwealth Finance

245 Main St.

Scranton, PA 18519-1641

North Texas Tollway Authority

P.O. Box 660244

Dallas, TX 75266-0244

Pleasant Grove Dentist

1418 S. Buckner Blvd.

Dallas, TX 75217-1703

Propath

c/o Synprise

2809 Regal Row #107

Plano, TX 75075-6317

Reliant Energy

POB 3765

Houston, TX 77253-3765

Reliant Energy

c/o Convergent Outsourcing

PO Box 9004

Renton, WA 98057-9004

Sallie Mae

POB 9500

Wilkes-Barre, PA 18773-9500

Student Assistance Corporation

PO Box 9570

Wilkes Barre, PA 18773-9570

U.S. Attorney General
Department of Justice
Main Justice Building
10th & Constitution Ave., NW
Washington, DC 20530-0001

U.S. Attorney General
Main Justice Building
10th and Constitution Ave NW
Washington, DC 20530-0001

US Trustee
Office of the U.S. Trustee
110 N. College Ave.
Suite 300
Tyler, TX 75702-7231

United Consumer
865 Bassett
Westlake, OH 44145-1194

United States Attorney's Office
110 North College Ave., Ste 700
Tyler, Texas 75702-0204

Wells Fargo Bank
PO Box 10335
Des Moines, IA 50306-0335

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

IRS
POB 660308
Dallas, TX 75266

(d)Internal Revenue Service
POB 21126
Philadelphia, PA 19114

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)CF Medical
c/o FBSC Inc.
2200 Byberry Rd. #120

	End of Label Matrix
Mailable recipients	38
Bypassed recipients	1
Total	39